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## CENTRAL AMERICA DISCUSSION AGREEMENT

FMC Agreement No. 203-011075-046

A Cooperative Working Agreement (As Defined in 46 C.F.R. 572.104(H)

Expiration Date: None



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practices, detention, demurrage, container freight stations, port and inland container yards and container depots, terminals and other points of cargo receipt, vanning, devanning, furnishing equipment to or leasing equipment from shippers/consignees/inland carriers/others, collection agents at destination, maintaining and distributing information and data and statistics and all other practices, rules, regulations, and matters ancillary to transportation of cargo moving within the scope of this Agreement, rules regarding the time and currency in handling of delinquent accounts and interest thereon. The parties will, to the extent required by law or as determined by them, publish and file their own separate tariff or tariffs.

- 5.03. This Agreement does not authorize any common tariffs. All parties collectively, or any two or more parties separately, may jointly enter into service contracts for cargo moving in the Trade and the Agreement may adopt voluntary, non-binding guidelines relating to the terms and procedures of a party's or parties' service contracts which shall be submitted to the Federal Maritime Commission confidentially. The parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each party shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.
- 5.04. The parties to each Section may meet in person, by telephone or conduct business by written, telex or telefax exchanges. At any meeting and in order to foster a consensus, all carriers may communicate directly with one another and express their views with respect to any matter authorized by Article 5 hereof.
- 5.05. To further assist in reaching a consensus, all carriers of a Section may communicate directly with some or all of the other carrier parties of that Section and exchange information with them, with respect to any matter authorized by Article 5 herein, prior to meetings of the Agreement.
- 5.06. The parties may charter space to, from and among each other on vessels owned or operated by them on such terms and conditions as they shall agree. The parties may also jointly establish sailing schedules, port rotation, limit sailing and jointly advertise each others vessels.
- 5.07. The Discussion Agreement shall submit to the FMC separate and sequentially numbered confidential minute records on a quarterly calendar year basis reporting all on-going (i.e. other than casual) charter arrangements entered into between or

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among the Members pursuant hereto and specifying, for each such arrangement, (i) the names of the chartering and underlying

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## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 203-011075 hereby agree this 15th day of June, 1999 to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

MEMBERS OF THE CENTRAL AMERICA SECTION

CONCORDE SHIPPING, INC.

Name: Title: Attorney-in-Fact

KING OCEAN CENTRAL AMERICA, S.A.

Name: Title: Attorney-in-Fact

SEABOARD MARINE, LTD.

Title: Attorney-in-Fact

SEA-LAND SERVICE, INC.

Name: Nathan Title: Attorney-in-Fact

LYKES LINES LIMITED, LLC

Title: Attorney-in-Fact

DOLE OCEAN LINER EXPRESS

Name: Title: Attorney-in-Fact

CROWLEY AMERICAN TRANSPORT, INC.

Title: Attorney-in-Fact

A.P. MOLLER MAERSK LINE

Name Title: Attorney-in-Fact

APL CO. PTE. LTD.

Name: Title: Attorney-in-Fact Central America Discussion Agreement FMC Agreement No. 203-011075-046

## SIGNATURE PAGE (continued)

## MEMBERS OF THE PANAMA AMERICA SECTION

CROWLEY AMERICAN TRANSPORT INC.

A.P. MOLLER MAERSK LINE

By: Mame: Nathan J. Bayer Title: Attorney-in-Fact

SEABOARD MARINE, LTD.

Name: Nathan J. Bayer Title: Attorney-in-Fact

TRINITY SHIPPING LINE, S.A.

Name: Nathan J. Bayer Title: Attorney-in-Fact

SOUTH PACIFIC SHIPPING D/B\_A ECUADORIAN LINE

Name: Nathan Bayer
Title: Attorney-in-Fact

LYKES LINES LIMITED, LLC

Name: Nathan J. Bayer
Title: Attorney-in-Fact

Name: Nathan J. Bayer Title: Attorney-in-Fact

SEA-LAND SERVICE, INC.

Name: Nathan J Bayer Title: Attorney-in-Fact

INTEROCEAN LINES INC.

Name: Nathan J. Bayer Title: Attorney-in-Fact

APL CO. PTE. LTD.

Name: Nathan J Bayer Title: Attorney-in-Fact